

23714

2011-346.C

BEFORE THE SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

In the Matter of the Application of _____)
)
Netwolves Network Services, LLC)
)
To Provide Resold Interexchange)
Telecommunications Services)
Throughout the State of South Carolina and for)
Alternative Regulation)
_____)

Docket No. 2011-__-C

RECEIVED
PUBLIC SERVICE COMMISSION
JAN 11 2011

APPLICATION

Netwolves Network Services, LLC ("Applicant"), pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services on a statewide basis. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 1999), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

The Applicant submits the following information in support of its request.

I. DESCRIPTION OF THE APPLICANT

1. Applicant's legal name is Netwolves Network Services, LLC. Applicant is a Corporation organized under the laws of the State of Florida. A copy of Applicant's Certificate of Conversion is attached as **Exhibit 1**. A copy of Applicant's Certificate of Good Standing in South Carolina is attached as **Exhibit 2**.

2. Name, Address and Telephone Number of Applicant:

Netwolves Network Services, LLC
4710 Eisenhower Boulevard, Suite E8
Tampa, FL 33634-6336
Telephone: (813)579-3200
Facsimile: (813)882-0209

3. Correspondence concerning this Application should be directed to:

Gina Wybel, CPA
Netwolves Network Services, LLC
4710 Eisenhower Boulevard, Suite E8
Tampa, FL 33634-6336
Telephone: (813) 579-3200
Facsimile: (803) 882-0209
gina.wybel@netwolves.com

and:

Chris Denny
Netwolves Network Services, LLC
4710 Eisenhower Boulevard, Suite E8
Tampa, FL 33634-6336
Telephone: (813) 579-3224
Facsimile: (813) 882-0209
christopher.denny@netwolves.com

4. Questions concerning the ongoing operations of Applicant following certification should be directed:

Gina Wybel, CPA
Netwolves Network Services, LLC
4710 Eisenhower Boulevard, Suite E8
Tampa, FL 33634-6336
Telephone: (813) 579-3200
Facsimile: (813) 882-0209
christopher.denny@netwolves.com

5. Applicant's registered agent in South Carolina is:

Corporate Creations Network, Inc.
6650 Rivers Avenue
North Charleston, SC 29406

6. The following toll-free number are available for customer service inquiries:
888-638-9658

II. DESCRIPTION OF SERVICES

1. Applicant is a reseller of long-distance telephone services offered by facilities-based inter-exchange carriers. Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Carolina, and no such facilities will be used by Applicant in providing long-distance service in the State of South Carolina. Upon receiving certification, Applicant intends to provide telecommunications services, including outbound 1+ dialing, inbound 800/888 toll-free, VoIP, DSL, travel card and prepaid calling card services, throughout the State of South Carolina. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Carolina. All services provided will meet the service standards that the Commission may adopt.

2. Applicant has authority to provide resold interexchange service in all states.

III. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS

1. Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina.

2. Applicant's key management personnel have extensive experience which is set forth in **Exhibit 3** which is attached hereto. Applicant will have a fully staffed call center that will be able to service all provisional, technical and customer care calls. Furthermore, since Applicant will be providing services as a reseller, Applicant will also rely on the technical

expertise of its facilities-based underlying carriers which upon initially will be Verizon, AT&T.

3. Applicant's key management are as follows:

Scott Foote – CEO

Peter Castle – President / Chief Operating Officer

4. Applicant is financially qualified to provide resold interexchange services in South Carolina. Applicant provides hereto as **Exhibit 4** a current balance sheet and a statement of profit and loss. This information is Confidential and is being filed under seal. Applicant requests that **Exhibit 4** be afforded confidential treatment in accordance with S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Regs. 103-800, *et seq.* and Commission Order No. 2005-226, because this exhibit contains financial information, which, if disclosed, would result in substantial harm to Applicant's competitive position. Applicant has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Application.

IV. REGULATORY COMPLAINT AND WAIVER REQUESTS

1. As required by South Carolina Code 58-9-280, attached here to is a copy of Applicant's proposed initial tariff containing rates, terms, and conditions for the services proposed herein. Attached as **Exhibit 5** is Applicant's proposed interexchange service tariff.

2. Applicant will market its services by direct marketing and sales. Applicant does not currently have promotional materials to be used in South Carolina; however, if required by the Commission, Applicant will provide the Commission copies of such materials when they become available.

3. Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation, which is included in Applicant's proposed tariff, attached hereto as Exhibit 5:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

4. As stated above, Applicant's toll-free number for customer service are 888-638-9658. Its customer service email address is @netwolves.com.
Toll-free customer service number will be printed on customer bills.

5. Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant's activities in the State of South Carolina will be managed from out-of-state. Requiring Applicant to maintain its books and records in the State of South Carolina would place an undue financial burden on Applicant as it competes with other carriers that maintain their books and records outside of the State of South Carolina. Upon written request from the Commission, Applicant will produce such books and records at such time and place within South Carolina, as the Commission may designate. Alternatively, Applicant will pay to the Commission the reasonable expense or charges incurred by the

Commission for any investigation or examination the Commission undertakes at Applicant's business offices.

6. Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). Good cause exists for the grant of this waiver. Neither the Federal Communications Commission nor any other jurisdiction requires Applicant to maintain its books and records according to the USOA. Absent the grant of a waiver, Applicant would be required to maintain a dual set of books, one solely for South Carolina and another for all other jurisdictions. Such a requirement would be extremely burdensome. GAAP is a widely-accepted accounting methodology that accurately reflects the Applicant's operations. Applicant's continuing use of GAAP will be consistent with the principles embodied in the USOA provisions and will permit Applicant to comply with any applicable Commission requirements.

7. In addition to the above requested waivers, Applicant reserves the right to seek any regulatory waivers that may be required for Applicant to compete effectively in the South Carolina telecommunications market.

V. PUBLIC INTEREST CONSIDERATIONS

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. Applicant will deploy and expand a competitive telecommunications infrastructure in the State. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing

continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

VI. CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide resold interexchange telecommunications services. Also, Applicant respectfully requests that the Commission grant the waivers requested in this Application, including alternative regulation in accordance with South Carolina Code Ann. Sec. 58-9-585 (Supp. 1999) in the same manner as granted by the South Carolina Public Service Commission in Order Nos. 95-1734, 96-55, and 98-165.

WHEREFORE, Netwolves Network Services, LLC respectfully requests that the South Carolina Public Service Commission grant it the authority to provide resold interexchange telecommunications services in the State of South Carolina, grant alternative regulation as requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

Gina Wybel, CPA

Netwolves Network Services, LLC
4710 Eisenhower Blvd, Suite E8
Tampa, FL 33634-6336
(813) 579-3220 (Tel)
(813) 882-0209 (Fax)
gina.wybel@netwolves.com

August 8, 2011

Exhibit 1

A copy of Applicant's Certificate of Conversion

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 DEC 10 PM 4:33

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Liability Company** in accordance with s.608.439, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

Norstan Network Services, Inc.

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a Corporation

(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Minnesota

(Enter state, or if a non-U.S. entity, the name of the country)

on 10/16/1991

(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

Florida

4. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization:

Netwolves Network Services LLC

(Enter Name of Florida Limited Liability Company)

5. If not effective on the date of filing, enter the effective date: _____
(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the conversion complies with such law(s) and the requirements of s 608.439, F.S., in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

Signed this 10th day of December 20 10.

Signature of Member or Authorized Representative of Limited Liability Company:

Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Member or Authorized Representative: _____

Printed Name: Gerald Gagliardi

Title: Manager

Signature(s) on behalf of Other Business Entity: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: _____

Printed Name: Peter Casile

Title: President/COO

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Certificate of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Netwolves Network Services LLC

(Must end with the words "Limited Liability Company, the abbreviation "L.L.C." or the designation "LLC")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

4710 Eisenhower Blvd, Suite E-8
Tampa, FL 33634

4710 Eisenhower Blvd, Suite E-8
Tampa, FL 33634

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Corporate Creations Network Inc.

Name

11380 Prosperity Farms Rd. #221E

Florida street address (P.O. Box NOT acceptable)

Palm Beach Gardens, FL 33410

City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

Valerie Hawk-Donohue

Valerie Hawk-Donohue, Special Secretary
Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 DEC 10 PM 4:33

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGR

Gerald Gagliardi

4710 Eisenhower Blvd, Suite E-8

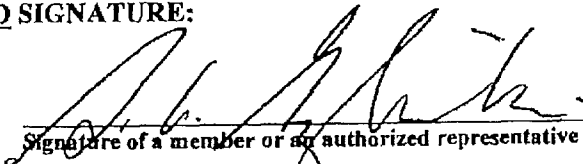
Tampa, FL 33634

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____
(OPTIONAL)

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Certificate of Conversion, if an effective date listed therein.)

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Gerald Gagliardi, Manager

Typed or printed name of signee

State of Florida

Department of State

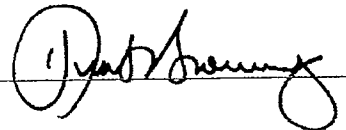
I certify from the records of this office that NETWOLVES NETWORK SERVICES LLC is a limited liability company organized under the laws of the State of Florida, filed on December 10, 2010, effective October 16, 1991.

The document number of this limited liability company is L10000126917.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 10, 2011, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Second day of February, 2011*



Secretary of State



Authentication ID: 400195633334-022211-L10000126917

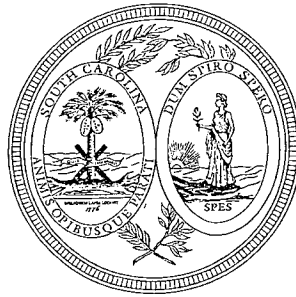
To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Exhibit 2

A copy of Applicant's Certificate of Good Standing

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

NETWOLVES NETWORK SERVICES LLC, A Limited Liability Company duly organized under the laws of the State of FLORIDA, and issued a certificate of authority to transact business in South Carolina on December 14th, 2010, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
20th day of December, 2010.

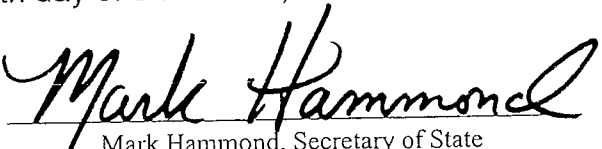

Mark Hammond, Secretary of State

Exhibit 3

Key management personnel

Netwolves Network Services LLC is an FCC-licensed and tariffed carrier in all 50 states, offering multiple services on a single invoice. Netwolves Network Services LLC also has strategic agreements with several leading telecommunications carriers, including Sprint, MCI, Broadwing, Focal, AGSI, WilTel, Qwest, Covad, Road Runner, Cox, Charter, and Spacenet.

Scott Foote, CEO

In May 2007, Scott Foote was elected by the Board of Directors to assume the position of Chief Executive Officer. Prior to that, Mr. Foote has been President of NetWolves Network Services since the company's acquisition in July 2002. Mr. Foote is responsible for managing customer and vendor relationships, as well as new product development. He was instrumental in the 2004-2005 acquisitions of NetWolves ECCI Corp. and NetWolves Resicom Corp., the company's two subsidiaries in the higher education vertical market. Prior to NetWolves, Mr. Foote held a number of positions at Norstan Network Services, Inc., including Business Segment Director, Director of Operations, Director of Product Development and National Account Manager. Prior to NNSI, Mr. Foote was the Chief Operating Officer and Vice President of Membership Development for Telecommunications Cooperative Network (TCN), where he managed the day to day operations of an \$8 million organization including sales, marketing, finance, and information technology.

Peter Castle, President/Chief Operating Officer/Secretary/Treasurer

Mr. Castle joined NetWolves in August 1998 as Controller, and was named Chief Financial Officer in January 2000. He has been instrumental in the company's equity financing activities, and establishing and implementing an infrastructure to ensure timely and accurate reporting of all SEC required financial activities. Mr. Castle was named Chief Operating Officer of NetWolves in September 2008. In April 2010, Mr. Castle was named President of NetWolves by the Board of Directors, and is responsible for setting and implementing the strategic direction of the company. Mr. Castle manages the Operations of the company from the corporate office in Tampa, FL. Prior to NetWolves, Mr. Castle was the Southeast Regional Finance Manager for Magellan Health Service, Inc. a \$1.6 billion managed behavioral care company. Mr. Castle also served in the United States Army and Army Reserves as 1st Lieutenant, where he held a number of leadership position.

Ryan Kelly, President, Channel Program

Mr. Kelly joined NetWolves in December 2002 and serves as Vice President of Sales for NetWolves Global Services where he is responsible for establishing new business opportunities with Fortune 2000 enterprises. Prior to NetWolves, Mr. Kelly was a leading Sales Manager at MCI where he was recognized as the top NY regional sales manager for two consecutive years. He also received multiple Presidents Club and Inner Circle awards during his tenure.

Leonard Luttinger, Senior Vice President, Strategic Sales

Mr. Luttinger joined NetWolves in November 2000. His principal responsibilities include the development of marketing strategies and their implementation by NetWolves' direct sales force and sales agents. Mr. Luttinger is also responsible for intellectual property legal affairs, technical support services and serves in a NetWolves management capacity for TSG Operations. Prior to NetWolves, Mr. Luttinger was the founder of Granite Technologies and founder and director of NetSmart Technologies, Inc. He is also a 25 year veteran of Burroughs (Unisys) where he held increasingly responsible positions in systems engineering, sales and marketing, product development and professional services management.

Michael Grossman, Vice President, Channel Program

Michael Grossman joined NetWolves in October 2002 as a Senior Enterprise Account Executive. He began managing the Channel Program during its development in 2005. Within the first year, Mr. Grossman had successfully grown the program and was promoted to Director in 2006. With the continued growth and success of the Channel program, Mr. Grossman was promoted to Vice President in 2010. Mr. Grossman was a Major Account Executive at WorldCom/MCI for six years, prior to joining NetWolves. He was a President Club Winner four years in a row (1999-2002) and is a graduate of James Madison University, Harrisonburg, VA.

Exhibit 4

Current Balance Sheet and a Statement of Profit and Loss

Confidential

Exhibit 5

A complete set of proposed initial tariffs which include the terms and conditions of service and all rates and charges for each service

South Carolina Public Service Commission

NETWOLVES NETWORK SERVICES LLC

IXC Services Tariff

Original Page 1

CHECK SHEET

The Title page and pages 1 through 77 inclusive of this Price List are effective as of the dates shown. Pages named below comprise all changes from the original Price List in effect on the date indicated.

Page	Revision	Page	Revision	Page	Revision
Title	Original	26	Original	51	Original
1	Original	27	Original	52	Original
2	Original	28	Original	53	Original
3	Original	28	Original	54	Original
4	Original	29	Original	55	Original
5	Original	30	Original	56	Original
6	Original	31	Original	57	Original
7	Original	32	Original	58	Original
8	Original	33	Original	59	Original
9	Original	34	Original	60	Original
10	Original	35	Original	61	Original
11	Original	36	Original	62	Original
12	Original	37	Original	63	Original
13	Original	38	Original	64	Original
14	Original	39	Original	65	Original
15	Original	40	Original	66	Original
16	Original	41	Original	67	Original
17	Original	42	Original	68	Original
18	Original	43	Original	69	Original
19	Original	44	Original	70	Original
20	Original	45	Original	71	Original
21	Original	46	Original	72	Original
22	Original	47	Original	73	Original
23	Original	48	Original	74	Original
24	Original	49	Original	75	Original
25	Original	50	Original	76	Original
77	Original				

ISSUED:

ISSUED BY: Gina M. Wybel
 Netwolves Network Services LLC
 4710 Eisenhower Blvd Suite E8
 Tampa, FL 33634

EFFECTIVE:

South Carolina Public Service Commission

NETWOLVES NETWORK SERVICES LLC

IXC Services Tariff

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ISSUED:

ISSUED BY: Gina M. Wybel
Netwolves Network Services LLC
4710 Eisenhower Blvd Suite E8
Tampa, FL 33634

EFFECTIVE:

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ISSUED:

ISSUED BY: Gina M. Wybel
 Netwolves Network Services LLC
 4710 Eisenhower Blvd Suite E8
 Tampa, FL 33634

EFFECTIVE:

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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify a changed regulation or rate.
- (D) -- To signify a discontinued rate, regulation or text.
- (I) - To signify an increase.
- (M) -- To signify matter relocated with no change.
- (N) - To signify a new rate, regulation and/or text.
- (R) - To signify a reduction.
- (T) -- To signify a change in text but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

ISSUED:

ISSUED BY: Gina M. Wybel
Netwolves Network Services LLC
4710 Eisenhower Blvd Suite E8
Tampa, FL 33634

EFFECTIVE:

Original Page 5

3. APPLICATION OF TARIFF

This Tariff applies to the resale of telecommunication services furnished by Netwolves Network Services LLC ("Carrier") between and among all points within the State of South Carolina in accordance with the conditions which are set forth below. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

3. TERRITORY

Intercity Telecommunications Services are available for origination and termination within the State of South Carolina.

2.1 Outbound Services

2.1.1 Dedicated

Dedicated outbound connections are available for origination in LATA's where Carrier's Underlying Carrier (s) has a Point of Presence ("POP").

2.1.2. Switched

Switched outbound is available for origination from areas that are served by end offices to which the Carrier's Underlying Carrier(s) are connected by Feature Group D Circuits.

2.2 Inbound Services

2.2.1. Dedicated

Dedicated 800 Service terminated through dedicated facilities is available for termination in the LATAs where Carrier's Underlying Carrier(s) has a Point Of Presence ("POP") and may originate from any point within the State of South Carolina.

ISSUED:

ISSUED BY: Gina M. Wybel
Netwolves Network Services LLC
4710 Eisenhower Blvd Suite E8
Tampa, FL 33634

EFFECTIVE:

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2. TERRITORY (continued)

2.2.2. Dedicated

Switched 800 Service terminated through switched (shared) facilities is available for termination to all end offices and may originate from any point within the State of South Carolina.

2.3 Virtual Network Service

2.3.1. VNS

a. VNS On-Net to On-Net

VNS On-Net to On-Net is available for origination in LATAs where Carrier's Underlying Carrier(s) has a Point of Presence ("POP").

b. VNS On-Net to Off-Net

VNS On-Net to Off-Net is only available at locations which either originate or terminate VNS On-Net to On-Net calls.

c. VNS Off-Net to On-Net

VNS Off-Net to On-Net is available for origination from any location within the State of South Carolina.

d. VNS Off-Net to Off-Net

VNS Off-Net to Off-Net is available for origination from any point within the State of South Carolina.

ISSUED:
ISSUED BY: Gina M. Wybel
Netwolves Network Services LLC
4710 Eisenhower Blvd Suite E8
Tampa, FL 33634

EFFECTIVE:

Original Page 7

2. TERRITORY (continued)

2.4 Private Line Service

Private Line Service is available between the Points of Presence ("POP") of Carrier's Underlying Carrier(s) and may originate from any point.

ISSUED:
ISSUED BY: Gina M. Wybel
Netwolves Network Services LLC
4710 Eisenhower Blvd Suite E8
Tampa, FL 33634

EFFECTIVE:

3. TERMS AND CONDITIONS

3.1 Definitions

Certain terms used generally throughout this tariff for services furnished by the Carrier, are defined below:

Access Service Request (ASR)

The term "Access Service Request" (ASR) denotes an application for service when it has reached the Underlying Carrier.

Authorization Code

The term "Authorization Code" denotes a code given to non-Feature Group D subscribers which, when dialed in proper sequence from the subscriber's premises, identifies Subscriber for billing and volume discount purposes.

Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized by the Subscriber to be connected to the service of the Subscriber.

Automatic Number Identification ("ANI")

The term "Automatic Number Identification" (ANI) refers to the calling telephone number identification which will be forwarded to the Underlying Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Carrier's switched telecommunication service.

Band

The term "Band" represents the spectrum of frequencies within two definite limits.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Carrier

The term "Carrier" refers to Netwolves Network Services LLC

Centrex

The term "Centrex" denotes a PABX service that makes customer's PABX part of the local central office's numbering plan.

Channel

The term "Channel" denotes a path for electrical transmission between two or more points having a bandwidth and termination of a subscriber's own choosing.

Co-Located T-1 Access

The term "Co-Located T-1 Access" refers to an access arrangement which does not make use of local exchange company facilities and is available to Carrier's customers whose premises are located in the same location as the carrier's Underlying Carrier's POP.

Common Control Switching Arrangement

The term "Common Control Switching Arrangement" (CCSA) denotes a private switched service network that directs station-to-station network inbound and outbound dialing and other features similar to those normally provided by the public telephone network.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Day

The term "Day" denotes a time period of 8:00 AM to, but not including, 5:00 PM local time at the originating city on Monday through Friday, excluding Carrier-specified holidays.

Dedicated Access Line

A connection between a phone or phone system and an Interexchange Carrier through a dedicated line. All calls over the line are automatically routed to a particular Interexchange Carrier through a dedicated line.

Evening Calls

The term "Evening" denotes a time period of 5:00 PM to, but not including, 11:00 PM local time at the originating city on Sunday through Friday and any time on Carrier-specified holidays except when a lower rate would normally apply.

Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry, through the use of maps or legal descriptions, sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

Foreign Exchange Service

The term "Foreign Exchange Service" denotes local telephone service provided by a central office which is outside the subscriber's exchange area. A user picks up the phone in one city and receives a dial tone in the foreign city.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Governmental Service Agencies

The term "Governmental Service Agencies" denotes fire-fighting, state Highway Patrol, police, and emergency rescue services (as designated by the appropriate governmental agencies) provided they answer emergency service calls on a personally attended (live) 24hour basis, 365 days a year.

Holidays

The term "Holidays" denotes all Carrier-specified holidays: New Year's Day##, Memorial Day, Independence Day##, Labor Day, Thanksgiving Day, and Christmas Day##.

When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.
See Service Hours for applicable Holidays associated with each product.

Intercity Channels

The term "Intercity Channel" denotes those channels derived from Carrier's network to provide communications capability between cities.

Intercity Mileage

The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the Carrier's technical operating centers using the Telephone Industry Standard Rate Centers ("V" & "H") coordinates associated with said Carrier's offices.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Local Access Transport Area

The term "Local Access Transport Area" (LATA) denotes a geographical area established by the U.S. District Court for the District of Columbia in civil Action No. 17-49, within which a local exchange company provides communication services.

Local Distribution Area

The term "Local Distribution Area" denotes a geographically contiguous area surrounding the Carrier's serving switch location.

Local Distribution Facility

The term "Local Distribution Facility" denotes the channel used to connect the Carrier's technical operating center to the subscriber's premises. Normally, the channel will have a network terminal on one end (Carrier's office) and a Subscriber terminal on the other end (subscriber's premises).

Night/Weekend

The term "Night/Weekend" denotes a time period of 11:00 PM to, but not including, 8:00 AM local time at the originating city, any time on Saturday, and all day Sunday except 5:00 PM to, but not including, 11:00 PM.

Normal Work Hours

The term "Normal Work Hours" denotes the time after 8:00 AM and before 5:00 PM(EST) Monday through Friday excluding Holidays.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Off-Net (Applicable to VNS Service only)

Telephone calls which are carried in part on a network but are destined for a phone not on the network.

On-Net (Applicable to VNS Service only)

Telephone calls which stay on a subscriber's private network, traveling by private line from beginning to end are said to be On-net.

Other Common Carrier

The term "Other Common Carrier" (OCC) denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Point of Presence

The term "Point of Presence" (POP) denotes a point on the Underlying Carrier's system where the intercity communications channels and local distribution facilities are terminated within that LATA. Other functions such as switching, coordination, testing, and connections with Subscriber-provided communications channels may also be performed at these points.

Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Private Line Service

The term "Private Line Service" denotes non-switched point-to-point service over fully dedicated lines at a fixed monthly rate.

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Regular Billing

The term "Regular Billing" denotes a standard bill sent in the normal Carrier billing cycle. This billing consists of one bill for each account assigned to the Subscriber, or, in the case of Private Line Service, one bill for each Subscriber together with explanatory detail showing the derivation of the charges.

Regular Voice Grade Facility

The term "Regular Voice Grade Facility" denotes a communications channel with a bandwidth of approximately 2,700 (300 to 3,000) Hertz.

Service Group

3.1.1 For VNS Service

The term "Service Group" denotes one or more access lines leased by a Subscriber that are served by a single end office.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Service Group (continued)

3.1.2 For 800 Services The term "Service Group" denotes a group of lines in a hunting arrangement used to terminate one or more 800 numbers.

Subscriber

The term "Subscriber" denotes the person, firm, company, corporation, or other entity, having communications requirement of its own which contract for service under this tariff and is responsible for the payment of charges as well as compliance with the Carrier's regulation pursuant to this tariff. Often used interchangeably with the term "Customer".

Switch

The term "Switch" denotes an electronic or electromechanical device which is used to provide circuit routing and control.

T-1 Access Line

The term "T-1 Access Line" denotes a 1.544 mbps dedicated digital transmission connection furnished by the Local Exchange Company (LEC) from a customer's premise that terminates at the Carrier's local POP. This facility will provide the equivalent of 24 voice channels.

800 Services

The term "800 Services" denotes inbound toll services offered by the Carrier for large volume users.

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3. TERMS AND CONDITIONS (continued)

3.1 Definitions (continued)

Underlying Carrier

The term "Underlying Carrier" denotes a common carrier authorized by the Federal Communications Commission to provide domestic or international communications service and who has entered into a contract with Carrier to provide services to Carrier's Subscribers.

VNS Service

The term "VNS" denotes communications services provided by Carrier providing the functionality and capabilities of a private network through the use of shared transmission facilities and operated by a single software-controlled management system.

VNS Switched 56

The term "VNS Switched 56" denotes dial-up services for transporting data at a speed of 56 Kbps.

3.2 Undertaking of Carrier

3.2.1 Carrier will make available its Long Distance Services as soon as practicable upon receipt of an order for service between those points as specified.

3.2.2 The obligation of Carrier to furnish service is dependent upon its ability to secure from and to retain the rights to suitable facilities from its Underlying Carrier(s).

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3. TERMS AND CONDITIONS (continued)

3.3 Liability of Carrier

3.3.1 The liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty (30) days (720 hours).

3.3.2 In no event will Carrier be responsible for consequential, incidental or punitive damages or lost profits suffered by Customer on account of unsatisfactory or interrupted service.

3.3.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees or other carriers shall be deemed to be agents or employees of the Carrier.

3.3.4 Carrier shall not be liable for unlawful use or use by an unauthorized person of Carrier's facilities and services.

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3. TERMS AND CONDITIONS (continued)

3.3 Liability of Carrier (continued)

3.3.5 VNS Service

In addition to the above terms, the following terms apply to VNS Service:

A. Except for credit allowance for interruption of VNS as specified herein, Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, meteorological phenomena, floods or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any how, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, CARRIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. Carrier shall not be liable for:

- (1) Unlawful use or use by an unauthorized person of Carrier's facilities and service.
- (2) Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at subscriber's premises;
- (3) Any claim arising out of a breach in the privacy or security of communications transmitted over Carrier's facilities;

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3. TERMS AND CONDITIONS (continued)

3.3 Liability of Carrier (continued)

3.3.5 VNS Service (continued)

B. Carrier shall not be liable for: (continued)

(4) Changes in any of the facilities, operations, services or procedures of Carrier that render any facilities or services provided by Subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. Carrier will endeavor to advise Subscriber on a timely basis of such change.

C. Subscriber shall indemnify and save Carrier harmless from any and all liability not expressly assumed by Carrier in this tariff and arising in connection with the provisions of service by Carrier to Subscriber, and shall protect and defend Carrier from any suits or claims alleging such liability, and shall pay all expenses (including attorney's fees) and satisfy all judgments which may be incurred by or rendered against Carrier in connection therewith. Carrier shall notify Subscriber of any such suit or claim against Carrier. Carrier reserves the right to participate in the defense of any such suit or claim.

D. The liability of Carrier for any interruption or failure of service shall in no event exceed the credit allowance provided herein. Carrier shall not be liable to Subscriber or any Authorized User for any loss or damage incurred by reason of or incidental to any delay or interruption of service, or for any failure in or breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except to the extent of such credit allowance, which shall constitute subscriber's sole and exclusive remedy hereunder.

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3. TERMS AND CONDITIONS (continued)

3.3 Liability of Carrier (continued)

3.3.5 VNS Service (continued)

- E. The Carrier will make no refund of an overpayment by a Subscriber unless the claim for such overpayment, together with proper evidence, is submitted within ninety (90) days from the date of alleged overpayment. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.

3.4 Use of Service

Neither subscribers nor their Authorized Users may use the services furnished by the Carrier for any unlawful purpose. Subscribers and Authorized Users must take all necessary action to ensure Carrier's services are used in accordance with the rules and regulations of the Public Utilities Commission of South Carolina. Use and restoration of the service furnished by the Carrier will be in accordance with Part 65, Subpart D of the Federal Communications Commission Rules.

3.5 Minimum Service Period

3.5.1 Private Line Service

The minimum service term for Private Line Service is dependent upon the length of service commitment for which the subscriber agrees, with a minimum term of ninety (90) days for a monthly commitment.

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3. TERMS AND CONDITIONS (continued)

3.5 Minimum Service Period (continued)

3.5.2 VNS Service

A. Minimum Service Period - Access Arrangements

The minimum service period for dedicated access components of VNS Service ordered by a Subscriber is ninety (90) days.

B. Minimum Service Period - Other Charges

There is no minimum service period for other charges.

3.5.3 Outbound and Inbound Service

A. The minimum service period for Switched service is thirty (30) days.

B. The minimum service period for Dedicated service is thirty (30) days, except for dedicated components for which the minimum service period is ninety (90) days.

3.6 Ownership of Facilities

Title to all facilities provided by Carrier in accordance with these regulations remains with the Carrier or its Underlying Carrier.

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3. TERMS AND CONDITIONS (continued)

3.7 Application For Service

Carrier may require a subscriber to sign an application form furnished by the Carrier and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Carrier's acceptance of an order for service to be provided to an applicant whose credit has not been duly established may be subject to the provisions described in this tariff.

Carrier may also require a signed authorization from a subscriber for additions to or changes in the existing service for such subscriber.

An application for service canceled by the subscriber or the Carrier prior to the establishment of the service applied for is subject to the provisions of this tariff.

3.8 Payment of Charges

If subscriber does not give the Carrier written notice of a dispute with respect to Carrier's charges within sixty days from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the subscriber.

In the event the Carrier incurs fees or expenses, including attorney's fees, in collection or attempting to collect, any charges owed the Company, the Subscriber will be liable to the Carrier for the payment of all such fees and expenses reasonably incurred.

3.8.1 Outbound and Inbound Service

For billing of fixed charges, service is considered to be established upon the day in which the Carrier notifies the subscriber of installation and testing of the subscriber's service.

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3. TERMS AND CONDITIONS (continued)

3.8 Payment of Charges (continued)

3.8.1 Outbound and Inbound Service (continued)

Charges will be billed monthly in arrears and are due immediately upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. For the purpose of computing charges, a month is considered to consist of thirty (30) days.

3.8.2 Private Line Service

For billing of fixed charges, service is considered to be established on the day following the day in which the Carrier notified the subscriber of completion of installation and testing of the Carrier's channels and equipment.

All recurring charges which are determinable in advance, including minimum charges, are billed monthly in advance. Installation and other non-recurring charges are payable upon demand by the Carrier.

3.8.3 VNS Service

- A. Payment is due upon subscriber's receipt of Carrier's invoice. Installation charges will be billed on or after service installation; monthly recurring charges, which will begin to accrue on the date service commences, will be billed monthly in advance; usage charges which will begin to accrue on the date service commences, will be billed after the use occurs; termination charges will be billed at the time of termination.

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3. TERMS AND CONDITIONS (continued)

3.8 Payment of Charges (continued)

3.8.3 VNS Service (continued)

B. In the event that Carrier's ability to commence or to continue to provide service in a timely manner is delayed or interrupted because of the non-performance by subscriber of any obligation set forth in this tariff, subscriber shall pay to Carrier amounts equal to the monthly recurring charges which would have been paid had Carrier been able to commence or continue to provide service unless such non-performance is due to causes beyond subscriber's reasonable control, including, but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots, or wars; strikes, lockouts, work stoppages or other labor difficulties; and any authority or agency thereof.

C. Partial Month Billing

The charges for VNS service from the commencement of service to the start of the first month billing period, or from the end of the last full monthly billing period to the termination of service, shall be the monthly recurring charges multiplied by the ratio of the number of days in such partial billing period to thirty (30) days.

3.8.4 Returned Check Fee

A charge of \$35.00 or applicable state returned check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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3. TERMS AND CONDITIONS (continued)

3.8 Payment of Charges (continued)

3.8.5 State and Local Tax Additions

Pursuant to the statutes of South Carolina, Carrier will add an applicable sales tax plus any other applicable taxes imposed by other political subdivisions to net billings.

3.8.6 Late Payment Charges

Payments not received by Carrier within thirty (30) days after the invoice date will accrue interest from the date of the invoice until payment is received at the rate of one and one-half percent (1.5%) per month the maximum allowed by applicable law, whichever is less.

3.9 Deposits

Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Carrier may be required to make a deposit to be held as a guarantee of payment of future charges at the time of application. Additionally, an existing subscriber may be required to make a deposit or to increase a deposit presently held by Carrier.

3.9.1 A deposit shall not exceed the estimated charges for two (2) months' service.

3.9.2 Deposits shall be returned upon the occurrence of one of the following events:

- A. An application for service is canceled by the Subscriber prior to the establishment of service;

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3. TERMS AND CONDITIONS (continued)

3.9 Deposits (continued)

3.9.2 (continued)

B. The Subscriber shall have established six (6) months of satisfactory credit history.

C. Upon the discontinuance of service, the Carrier will refund the Subscriber's deposit or the balance in excess of unpaid bills for the service.

3.9.3 The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulations contained herein with respect to the prompt payment of bills upon presentation.

3.9.4 Carrier will pay interest on deposits pursuant to the South Carolina Administration Code.

3.10 Interruption of Service

It shall be the obligation of the Subscriber to immediately notify Carrier of any interruption in service. Prior to subscriber giving notice to Carrier, Subscriber shall ascertain that the trouble is not being caused by any action or omission of Subscriber or is not in subscriber provided wiring or equipment connected to the terminal of the Carrier.

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3. TERMS AND CONDITIONS (continued)

3.10 Interruption of Service (continued)

3.10.1 Interruption of Outbound, Inbound and Private Line Services

When Outbound or Inbound Service is interrupted or when Private Line Service is interrupted for thirty (30) continuous minutes or more credit is allowed on demand to the Carrier, computed as set forth below, provided such interruption is not shown by the Carrier to have been caused by the negligence or willful action of the subscriber, or any other persons at a subscriber terminal location, or is not caused by the failure of the subscriber's equipment or power supply.

For purposes of credit computations each month shall be considered to have 720 hours. Credit shall be computed by multiplying the monthly rate for the service by the ratio derived by dividing the number of hours in the period of interruption by 720 hours. The credit will be based on the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. An interruption shall be measured from the time the Carrier detects trouble, or the subscriber notifies Carrier of the interruption by expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance. Interruptions shall be accumulated to the nearest half-hour period. The credit for a monthly billing period shall in no event exceed the monthly rate.

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South Carolina Public Service Commission

NETWOLVES NETWORK SERVICES LLC

IXC Services Tariff

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3. TERMS AND CONDITIONS (continued)

3.10 Interruption of Service (continued)

3.10.2 Interruption of VNS Services

For VNS Service, an interruption is measured from the time the Underlying Carrier verifies the interruption to the time service has been restored and an attempt has been made to notify the subscriber. When service is interrupted because of events other than those specified in this tariff herein, credit allowances will be made as set forth below. For purposes of credit computations, each month shall be considered to have 720 hours.

- A. For interruption of service through an access arrangement, subscriber will be credited for an interruption of twenty-four (24) consecutive hours or more at the rate of 1/720 of the minimum monthly charge for that Access Arrangement for each period of one hour, accumulated to the nearest half hour, that the interruption continues. No credit will be given for an interruption of service of less than twenty-four (24) consecutive hours. In no event shall a credit for a monthly billing period exceed the monthly rate.
- B. For interruption of all service through a specific Underlying Carrier's POP, subscriber will be credited for an interruption of thirty (30) minutes or more at the rate of 1/720 of the monthly charge for all Access Arrangements servicing subscriber at the POP for each period of one hour, accumulated to the nearest half hour, that the interruption continues. No credit will be given for an interruption of less than thirty (30) minutes. In no event shall a credit for a monthly billing period exceed the monthly rate.

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3. TERMS AND CONDITIONS (continued)

3.10 Interruption of Service (continued)

3.10.2 Interruption of VNS Services (continued)

C. For an interruption of leased facilities provided by the Underlying Carrier or Other Common Carrier, subscriber will be credited for an interruption of four (4) hours or more at 1/720 of the monthly charge for each period of one hour, accumulated to the nearest half hour, that the interruption continues. No credit will be given for an interruption of less than four (4) hours. In no event shall a credit for a monthly billing period exceed the monthly rate.

3.11 Disconnection of Service by Company

Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business office is not open to the public, except where an emergency exists.

(a) Disconnection of service with notice

Under this section, the Company may, upon written notification to the without incurring any liability, discontinue the furnishing of such Service upon at least five (5) days notice to Customer, excluding Sundays and holidays. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Price List.

(i) Upon nonpayment of any sum owing to the Company, or

(ii) Upon a violation of any of the provisions governing the furnishing of Service under this Price List, or

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3. TERMS AND CONDITIONS (continued)

3.11 Disconnection of Service (continued)

- (iii) As otherwise permitted under the rules of Commission, or
- (iv) For failure of the Customer to meet the Company's deposit and credit requirements, or
- (v) For failure of the Customer to make proper application for service, or
- (vi) For the Customer's violation of any of the Company's rules on file with the Commission, or
- (vii) For failure of the Customer to provide the Company reasonable access to its equipment and property, or
- (viii) For the Customer's breach of the contract for service between the Company and the Customer, or
- (ix) For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- (x) When necessary to comply with any order of a court of competent jurisdiction, or any order, directive, rule, or request of any federal or state regulatory authority of competent jurisdiction.

Except as otherwise provided in this Price List or as specified in writing by the party entitled to receive Service, notices may be given in writing to the persons those names and business addresses appear on the executed Service order.

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3. TERMS AND CONDITIONS (continued)

3.11 Disconnection of Service (continued)

(b) Disconnection of Service without notice.

Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice:

- (i) In the event of tampering with the Company's equipment, or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company, or
- (iii) In the event of Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others, or
- (iv) When necessitated by conditions beyond the Company's reasonable control and where prior notice is not possible under the circumstances then existing.

(c) Other Remedies.

The remedies set forth herein shall not be exclusive and the Company shall at all Company specifically reserves the right to seek injunctive relief, including seeking an order for disconnection of service, in the event of fraud.

(d) Effect.

The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

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3. TERMS AND CONDITIONS (continued)

3.12 Disconnection of Service by Customer

3.12.1 Private Line Services

A. Monthly Service

Subscriber may disconnect Private Line Service acquired on a month-to-month basis at anytime following the ninety (90 day) minimum service requirement described in this tariff by giving Carrier thirty (30) days prior written notice of the desired disconnect date.

Provided proper notice has been given by subscriber, subscriber will be responsible for all charges incurred up to the desired disconnect date or until disconnect has been effected, whichever is sooner.

B. Term Contract

(1) Subscriber may disconnect Private Line Service acquired by term contract per the method and terms of the contract signed by the subscriber. In the event of early termination of the contracted service, the subscriber shall pay Carrier a lump sum payment consisting of the following monthly recurring and access charges.

(a) 100% of the monthly intercity circuit charge for the unexpired portion of the first year of the contract, plus 50% of the same monthly intercity circuit rate for the remainder of the agreed upon term .

(2) A subscriber will not be penalized for discontinuing a Private Line Service provided:

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3. TERMS AND CONDITIONS (continued)

3.12 Disconnection of Service by Customer (continued)

3.12.1 Private Line Services (continued)

- B. (2) (a) The subscriber selects and commits to a new plan of equal or greater minimum revenue commitment for the same or longer term.
- (b) A revision in the Private Line Service tariff provisions results in higher plan rates for the plan to which the subscriber has committed and to which the subscriber has not given written approval.
- (c) The Subscriber retains the Private Line Service under a monthly service agreement. The prevailing tariff rates will apply to all services converted from a term to a monthly service plan.

(3) Expiration of Term

Upon expiration of a term plan, a subscriber will be automatically re-enrolled with the same term commitment as the original plan unless the customer notifies Carrier, in writing, that it wishes not to be re-enrolled, or to be enrolled in a term plan of a different term than the original plan. Such written notice must be received by Carrier no less than forty-five (45) days prior to the original plan's expiration date.

Rates for Private Line Services are included in the RATES Section of this tariff.

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3. TERMS AND CONDITIONS (continued)

3.12 Disconnection of Service by Customer (continued)

3.12.2 T-1 Access

A Monthly Plan

In the event Subscriber cancels within the first three months of the monthly commitment, the Subscriber will be liable for the remainder of the minimum three (3) month T-1 access charge or the LEC minimum, whichever is greater.

Subscriber may disconnect T-1 Access acquired on a month-to-month basis at anytime following the ninety (90 day) minimum service requirement described in this tariff by giving Carrier thirty (30) days prior written notice of the desired disconnect date. Provided proper notice has been given by subscriber, subscriber will be responsible for all charges incurred up to the desired disconnect date or until disconnect has been effected, whichever is sooner.

B. Term Contract

(1) Subscribers may terminate T-1 Access acquired on a term contract per the method and terms of the contract signed by the subscriber. In the event of early termination of the contracted service the lessor of the following will be assessed:

- (a) Number of months remaining in the committed term multiplied by 50% of the LEC Access at the time of termination; or

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IXC Services Tariff

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3. TERMS AND CONDITIONS (continued)

3.12 Disconnection of Service by Customer (continued)

3.12.2 T-1 Access (continued)

- (b) One month's LEC Access (only) rate for a 1 year Term Plan, two month's rate for 2 year Term, and three month's rate for a 3 year Term Plan.
- (2) A subscriber will not be penalized for discontinuing a T-1 Access provided:
 - (a) The Subscriber renews the Term Plan prior to the expiration date of the original Term and the new Term's expiration date expires on or after the original Term Plan's expiration date.
 - (b) If the subscriber requests that a circuit be moved to a new location within the same LATA, and the new circuit is part of a Term Plan with an expiration date on or after the original Term Plan with no discontinuance of service.
 - (c) When T-1 access is upgraded to T3 or multiple T1 circuits from the same subscriber location with no lapse in service.

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3. TERMS AND CONDITIONS (continued)

3.12 Disconnection of Service by Customer (continued)

3.12.3 Expiration of Term

Upon expiration of a term plan, a subscriber will be automatically reenrolled with the same term commitment as the original plan unless the customer notifies Carrier, in writing, that it wishes not to be re-enrolled, or to be enrolled in a term plan of a different term than the original plan. Such written notice must be received by CARRIER no less than forty-five (45) days prior to the original plan's expiration date.

Rates for T-1 Access are included in the RATES Section of this tariff .

3.12.4 Outbound and Inbound Service

Subscriber may disconnect Outbound or Inbound service at any time following the one month (30 days) minimum service requirement described in this tariff by giving Carrier thirty (30) days prior written notice of the desired disconnect date.

Provided proper notice has been given by subscriber, subscriber will be responsible for all charges incurred up to the desired disconnect date or until disconnect has been effected, whichever is sooner .

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3. TERMS AND CONDITIONS (continued)3.12 Disconnection of Service by Customer (continued)3.12.5 VNS Service

Subscriber may terminate any VNS service upon advance notice subject to the minimum notice period specified below, minimum service period specified in this tariff, and any termination charges specified. Such notice shall be provided to Carrier in writing. The minimum notice periods are:

<u>Component</u>	<u>Minimum Notice Period</u>
Access Arrangements (All Types)	30 Days

For leased facilities provided by Other Common Carriers, the minimum notice period for termination of service shall be equal to the minimum notice period imposed upon Carrier by the Other Common Carrier providing the facilities. For services provided through facilities owned by Carrier's Underlying Carrier, the minimum notice period shall be forty-five (45) days.

In the event that subscriber continues to utilize Carrier's facilities beyond the date upon which the services are to be terminated, the subscriber will be liable for the usage charges incurred.

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3. TERMS AND CONDITIONS (continued)3.13 Mileage Between Rate Centers

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The calculation is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4.

Method of Calculation

The airline mileage between two carrier service locations is calculated as follows:

$$\text{Mileage} = \text{Square root of} \\ \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

Example:

Distance between Miami and New York City

	V	H
Miami	8,351	529
New York	4,997	1,406
Difference	3,354	-877

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3. TERMS AND CONDITIONS (continued)3.13 Mileage Between Rate Centers (continued)

Square and add and divide by 10:

$$\frac{(3354)^2 + (877)^2}{10}$$

Round to = 1,201,845

Take Square Root of 1,201,845:

Round to = 1,097 miles

The distance is measured using the V&H Coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the Underlying Carrier.

The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the Underlying Carrier. The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

3.14 Service Hours

Service is available twenty-four (24) hours a day, seven (7) days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call, except for 800 Services, where calls will be rated according to the time at the point of termination. The evening rate shall also apply on Carrier specified holidays as defined in this tariff from 8:00 am - 11:00 pm* except when a lower rate would normally apply .

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3. TERMS AND CONDITIONS (continued)3.14 Service Hours (continued)

Calls that begin in one rate period and terminate in another will be prorated accordingly.

	MON	TUES	WED	THU	FRI	SAT	SUN
8:00 am to 5:00 pm	DAY RATE					EVENING RATE	
5:00 pm to 11:00 pm	EVENING RATE						
11:00 pm to 8:00 am	NIGHT/WEEKEND RATE						

To but not including.

HOLIDAYS

Identified holidays for domestic calls on all Carrier Services are:
New Year's Day##, Memorial Day, Independence Day##, Labor Day,
Thanksgiving Day Christmas Day##.

When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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3. TERMS AND CONDITIONS (continued)

3.15 Obligations of the Subscriber

In the event suit is brought or an attorney is retained by the Carrier to enforce the terms of this Tariff, the Carrier shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection herewith.

3.15.1 Private Line Service and VNS Service

- A. The Carrier shall be indemnified and saved harmless by the subscriber against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, channels furnished by the Carrier or apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the channels provided by the Carrier.
- B. The facilities provided hereunder by the Carrier may be terminated in subscriber-provided terminal equipment or subscriber-provided communications systems. When such terminations are made, the subscriber shall comply with the minimum protective criteria which shall be no less stringent than the criteria as may be prescribed by the Carrier.

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3. TERMS AND CONDITIONS (continued)

3.15 Obligations of the Subscriber (continued)

3.15.1 Private Line Service and VNS Service (continued)

- C. The subscriber will be responsible for insuring that subscriber-provided signaling will not result in interference with any of the services provided by the Carrier or interfere with others using services provided by the Carrier. Physical arrangements for protection of the Carrier's or the Underlying Carrier's facilities serving the subscriber shall be employed if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility and the intercity facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper technical parameters so as not to damage the Carrier's or Underlying Carrier's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring, and electrical outlets necessary for the proper operation of Carrier's equipment on his premises.
- D. The equipment and facilities which are connected with those of the Carrier or of its Underlying Carrier shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Carrier. Such equipment and facilities shall be suitable to avoid hazard or damage to the Carrier's or Underlying Carrier's plant or injury to Carrier's employees or agents or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection is required, this

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3. TERMS AND CONDITIONS (continued)

3.15 Obligations of the Subscriber (continued)

3.15.1 Private Line Service and VNS Service (continued)

shall be provided by the Subscriber or by the Carrier at Subscriber's expense.

- E. Upon notice from the Carrier that the equipment or facilities of the subscriber, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- F. The subscriber shall be liable for:
 - (1) Reimbursing the Carrier for all loss through theft, fire, flood, or other catastrophes to Carrier-provided facilities on Subscriber's premises.
 - (2) Reimbursing the Carrier for damages to facilities caused by the negligence or willful act of subscriber's officers, employees, agents, or contractors.
- G. The Carrier reserves the right of entrance for its employees, agents, or contractors to the premises of the subscriber at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service, removing the Carrier's channels. It shall be the responsibility of the subscriber to make any necessary arrangements with owners of the premises for the entrance of the Carrier's employees, agents, or contractors.

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3. TERMS AND CONDITIONS (continued)

3.15 Obligations of the Subscriber (continued)

3.15.2 VNS Service

In addition to the above, the following terms apply to VNS Services:

- A. Subscriber or its Authorized Users may not rearrange, disconnect, remove, modify or attempt to repair any Carrier facility without the prior written consent of Carrier.
- B. Orders, including those for installation, connection, repair or termination of VNS Service, will be accepted only from subscriber or its authorized representative.
- C. Subscriber shall be responsible for obtaining all permits, licenses, variances and other authorizations required by state and local jurisdictions for the installation and operation of Carrier's facilities on subscriber premises.
- D. Subscriber shall be responsible for performing all construction and site engineering required at Subscriber premises for the provision of services to subscriber hereunder.
- E. Subscriber shall be responsible for the physical security of all Carrier provided facilities located on subscriber premises and to be used in providing VNS Service to subscriber from time of receipt by Subscriber or an Authorized User to time of removal by Carrier.

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3. TERMS AND CONDITIONS (continued)

3.15 Obligations of the Subscriber (continued)

3.15.2 VNS Service (continued)

- F. Subscriber shall be responsible for the provision of personnel; power lines and power line conditioning; conduit; heating and cooling; building space; internal and external building wiring, and entrance facilities required for the facilities and services provided by Carrier at subscriber premises. Such subscriber responsibilities shall be performed in accordance with procedures established by Carrier's Underlying Carrier for the installation and operation of Carrier's facilities located on subscriber premises.
- G. The subscriber shall be responsible for maintaining safe premises at which Carrier's employees, suppliers or agents shall be installing or maintaining facilities provided by Carrier or its agents. Subscriber's responsibility shall include compliance with all laws and regulations regarding the conditions there at including, but not limited to, the provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by Carrier in explosive atmospheres and points outside the hazardous area if, in the opinion of Carrier injury or damage to carrier's employees, agents or property might result from installation or maintenance by Carrier.
- H. Subscriber shall be responsible for cooperation with Carrier in injury or damage to Carrier's employees, agents or property might result from installation or maintenance by Carrier.

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3. TERMS AND CONDITIONS (continued)

3.15 Obligations of the Subscriber (continued)

3.15.2 VNS Service (continued)

- I. Subscriber shall be responsible for furnishing information on a continuing basis as required by Carrier to prepare, install, provide and maintain service. Such information includes, but is not limited to interface protocols for private network interfaces.
- J. No subscriber or Authorized User may assign or delegate its responsibilities, duties, rights or obligations under this tariff to any person, corporation or other entity without the written consent of Carrier; provided, however, that subscriber may, without Carrier's approval, assign or delegate such responsibilities, duties, rights, or obligations to any subsidiary or affiliated organization or to any successor organization.

3.16 Cancellation of Application for Service

3.16.1 Private Line Service and T1 Access

If the Subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction, a Service Cancellation Fee will be charged. The fee is non-recurring and consists of two components:

- B. An Access Cancellation Fee charged per private line or T-1 canceled.

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3. TERMS AND CONDITIONS (continued)

3.16 Cancellation of Application for Service (continued)

3.16.1 Private Line Service and T1 Access (continued)

B. A Service Cancellation Fee charged per access circuit.

An application for service is termed an Access Service Request (ASR) when work has commenced by the Underlying Carrier. The Service Cancellation Fee will be based on the stage of work in progress when the cancellation occurs. The two stages which impact the cancellation fee are Pre-ASR or Post-ASR. See cancellation schedule in the RATES Section of this tariff.

If installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Carrier shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. If the subscriber or applicant delays activation of his service during the period thirty (30) days preceding the scheduled installation date for a period of more than one week, normal charges for local distribution facilities shall apply from the scheduled date of installation. In the event that the subscriber induced delay exists for more than fourteen (14) days after the scheduled date of installation, Carrier may consider the delay a cancellation of application of service.

If special construction has been started or completed prior to cancellation, a charge equal to costs incurred in the special construction, less net salvage, applies. In determining the charge, canceled service is treated as discontinued as of the date on which it was to have been placed in service. Installation or special construction for a subscriber or applicant is considered to have started when the Carrier or its agents incurs any expense in connection therewith or in preparation therefore which would

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3. TERMS AND CONDITIONS (continued)

3.16 Cancellation of Application for Service (continued)

3.16.1 Private Line Service and T1 Access (continued)

not otherwise have been incurred, provided that the subscriber or applicant had advised the Carrier, in writing, not to proceed with the installation or special construction.

3.16.2 VNS Services

- A. An order for VNS Service may be canceled by Subscriber upon written notice to Carrier, prior to the commencement of service, and is subject to the cancellation and/or termination charges specified below. If Carrier should assume a termination liability or other obligation for facilities leased from OCC's, that liability or obligation shall be the responsibility of the Subscriber.
- B. If Carrier is unable to make any service component available to Subscriber within ninety (90) days of the projected date of the availability of service specified in Carrier's notification of the acceptance and confirmation for any other reason than (i) a failure on the part of Subscriber to perform Subscriber obligations specified in this tariff herein, or (ii) causes beyond Carrier's control specified in this tariff herein, or (iii) any change to Subscriber's Application For Service concerning the service or service component that is made after notification to Subscriber of the acceptance and confirmation thereof, Subscriber may cancel the application for such service component without charge.

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3. TERMS AND CONDITIONS (continued)

3.16 Cancellation of Application for Service (continued)

3.16.1 Private Line Service and T1 Access (continued)

- C. The charge for cancellation of an Application For Service shall be the lesser of (i) the monthly recurring rate and the minimum usage charge, for each canceled service component multiplied by the appropriate minimum service period as specified in this tariff plus applicable installation charges, or (ii) the costs incurred by Carrier in preparing to furnish service, less net salvage. The costs incurred by Carrier will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative; and any other costs resulting from the preparation, installation and removal effort.

3.17 Change Of Application of Service By Subscriber

3.17.1 VNS Services

An Application For Service may be changed by the Subscriber upon written notice to Carrier, subject to acceptance and confirmation by Carrier. Provided, however, that a charge shall apply to any change in an Application Of Service when such request for change is received by Carrier after Carrier has notified Subscriber of its acceptance and confirmation of the Application Of Service. Such charge shall be the sum of the charges and costs for VNS Services and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change, times the appropriate minimum service period as specified in this tariff, plus the applicable installation charges, and (ii) the costs incurred by Carrier in accommodating each change, less net salvage. The costs incurred by Carrier will include the direct and indirect cost of facilities.

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3. TERMS AND CONDITIONS (continued)

3.17 Change Of Application of Service By Subscriber (continued)

3.17.1 VNS Services (continued)

specifically provided or used; the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative and any other costs resulting from the preparation, installation and removal effort.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.1 Outbound and Inbound Services

4.1.1 Outbound Services

Dedicated Services are intercity services available for use by subscribers 24 hours a day. Calls are originated via dedicated access facilities between the customer's premise and the Underlying Carrier's POP, and are terminated via normal shared use facilities.

Switched Services are intercity services available for use by subscribers 24 hours a day. Calls are originated in equal access areas via Feature Group D access connections and are terminated via normal shared use facilities. Charges for Outbound Services are based on duration of the call, rate period (Day, Evening, Night/Weekend) when the call is originated and the total monthly usage.

The following options are available under the Carrier's Services:

Dedicated
Switched

4.1.2 Inbound Services

Carrier's Inbound services are toll services which permit calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number (800-NXX-XXXX) which will terminate at the customer's location. Calls may originate anywhere within the State of South Carolina and terminate in locations served by the Underlying Carrier.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.1 Outbound and Inbound Services (continued)

4.1.2 Inbound Services (continued)

Dedicated service is originated via normal shared facilities and are terminated via dedicated access lines or T-1 access lines between the subscriber's premises and the Underlying Carrier's POP in the terminating city. Switched service calls are originated via normal shared facilities and are terminated via the subscriber's local exchange service access line. The options differ in pricing.

Charges on Inbound Services are based on the duration of the call, whether the call is intrastate, interstate or international, the NPA Band of the call (distance), the rate period when the call terminates at the subscriber's location (time of day), and the total monthly usage.

All calls are subject to a 30-second minimum average time requirement (MATR) per service group.

The following options are available under the Carriers Inbound Services:

Dedicated
Switched

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4. SERVICE AND RATE DESCRIPTION (continued)4.2 Private Line Service (continued)

Private Line Service provides dedicated circuits which connect distant locations on the Carrier's network. This is a non-switched point-to-point service over fully dedicated lines at a fixed monthly rate. These circuits are dedicated to a Subscriber for his exclusive use 24 hours per day. Facilities are offered in numerous configurations to meet the particular transmission needs of the Subscriber. Private Line Service is available between the Underlying Carrier's POPs in the State of South Carolina. Access is provided by the Local Exchange Carriers serving the subscribers local exchange area. The Private Line Services available in the State of South Carolina are:

DS0 Voice/Data
DS-56K
DS-1
Fractional T-1

Rates for Private Lines Services are set forth in the Rates Section of this Price List.

4.3 T-1 Access

T-1 Access is offered in the form of direct intercity communications facilities which are dedicated to the use of a specific Subscriber and provides simultaneous transmission synchronous digital signals at a speed of 1.544 Mbps. Access from the subscriber's premises to the Underlying Carrier's POP is via a T-1 circuit provided by the Local Exchange Carrier. Charges for T-1 Access are based on distance between the Underlying Carrier's POPs and local access arrangements. Access arrangements can be ordered through the Carrier and is based on the Underlying Carrier's installation charges and recurring charges. Access can also be arranged directly by the subscriber from the Local Exchange Carriers. Rates for T-1 Access are set forth in the RATES Section of this tariff.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.4 VNS Services

VNS Service is an interstate service offering from the Underlying Carrier with subscribers having the option of using the service for intrastate calls.

VNS Service provides the functionality and capabilities of a private network through the use of shared transmission facilities and is operated by a single, software-controlled management system. It interconnects the subscribers' locations via dedicated access lines to the Underlying Carrier's POPs or is accessed via the public switched network.

VNS Service is virtually banded. A single circuit can carry traffic to and/or from any mileage band. The rates are automatically applied to the actual traffic originating from a specific location based upon the rate step in which the traffic terminates.

There are four types of calling available via VNS: 1) On-net to On-net calling provides the "private network" type calls (7-digit dialing) between locations linked by dedicated access. 2) On-net to Off-net calling provides dedicated access WATS type calls (ten digit dialing) which terminate to off-network locations via the public switched network. 3) Off-net to On-net calling provides dialing from remote locations via the public switched network to On-net (dedicated access) locations. 4) Off-net to Off-net calling provides switched access originated calling that terminates via the public switched network.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.4 VNS Services

4.4.1 VNS Optional Features (continued)

A. Route Advance

In the event that a call terminating On-net, cannot be completed because all of the dedicated access lines are in use at the terminating location, the 7-digit On-net number can be converted to the 10-digit Off-net number of the busy location and the call can be completed as a toll free call over the public switched network.

B. Forced Route Advance

An Off-Net location can be assigned a 7-digit On-net number with Forced Route Advance. The 7-digit number will be converted to the 10-digit Off-net number of the Forced Route Advance location and the call can be completed via the public switched network.

C. Switched Data Services

Switched Data Services (VNS 56) is available between two dedicated access locations on the Carrier's VNS network. This service supports digital data communications between these locations at 56 or 64 Kbps. Charges for the service is the same as an On-net to On-net VNS call. Access arrangement is via LEC provided T-1 access or 56 Kbps digital local loop service.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.4 VNS Services (continued)

4.4.1 VNS Optional Features (continued)

D. Access Charges:

Access can be ordered through the Carrier and is based on the Underlying Carrier's installation charges and recurring charges. Access can also be arranged directly by the subscriber from the Local Exchange Carriers

4.5 Travel Card Service

4.5.1 Travel Card services are available to Subscribers from all locations within the State of South Carolina. Access to the service is gained by dialing 1-800-776-0606 plus 0, the called number, and a Card number. Appropriate per minute rates apply plus a per call surcharge, as described in the Rates Section of this Price List.

4.6 Directory Assistance

The Carrier provides the service of connecting its subscribers to Directory Assistance for a charge, as described in this tariff. Subscribers will be subject to the regulations governing Directory Assistance pertaining to the number of Directory Assistance listings requested per call as allowed in the State of South Carolina by the Public Utilities Commission.

A credit allowance for Directory Assistance will be provided upon request if the subscriber experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number. In addition, subscribers will be eligible for a complimentary allowance of two (2) free calls per month.

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4. SERVICE AND RATE DESCRIPTION (continued)

4.7 Operator Service

Operator Services are available from all locations within the State of South Carolina for a charge as described in this tariff. The specific services are:

1. Collect Station-to-Station
2. Collect Person to Person
3. Person-to-Person
4. Station-to-Station
5. LEC* calling card, Person to-Person
6. LEC* calling card, Station-to-Station
7. Directory Assistance call completion
8. Third Party Billing, Person-to-Person
9. Third Party Billing, Station-to-Station

Charges for Operator Services are charged on a per-minute basis under the appropriate usage rate customer has subscribed to. A per call surcharge is also charged. Surcharge depends on the type of Operator Service provided. The Underlying Carrier accepts only cards which it can identify as valid. Usage and Call Placement Charge for LEC Calling Card calls appear on the LEC bill. Volume discounts do not apply.

4.8 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Netwolves Network Services LLC
4710 Eisenhower Blvd Suite E8
Tampa, FL 33634
1-800-676-8870

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4. SERVICE AND RATE DESCRIPTION (continued)

4.8 Customer Complaints and/or Billing Disputes (continued)

Any objection to billed charges should be reported promptly to the Company. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Public Service Commission of South Carolina
101 Executive Center Dr., Suite 100
Columbia, SC 29210

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5. RATES

5.1 Promotional Offerings

The Carrier may from time to time offer services in this tariff at special promotional rates and/or terms designed to attract new customers or to increase existing customer's awareness of a particular service offering. Requests for specific, limited duration promotional offerings will be presented to the Commission in accordance with rules and regulations established by the Commission, in the form of an Addendum to the Carrier's Price List. Current promotions are included in Section 6. Promotional Offerings.

5.2 Monthly Recurring and Installation Charges

Current rates for monthly recurring charges for services, optional features, and installation charges are set forth in this tariff.

5.3 Directory Assistance

Subscribers will be billed at \$1.25 per call. A credit allowance for Directory Assistance will be provided upon request if subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended Directory Assistance number. In addition, subscribers will be eligible for a complimentary allowance of two (2) free calls per month.

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5. RATES (continued)

5.4 Operator Services

Per minute usage rates are the appropriate usage rate customer has subscribed to plus a one-time call placement charge for each operator assisted call placed within the State of South Carolina.

Call placement charges are as follows:

1.	Person-to-person	\$3.90
2.	Station-to-station	\$2.10
3.	Person-to-person Operator Dialed	\$4.90
4.	Station-to-station Operator Dialed	\$3.10
5.	Directory Assistance call completion	\$.60
6.	Operator Completed Directory Assistance	\$1.60
7.	Busy Line Verification	\$.65
8.	Emergency Interrupt	\$1.60

All operator services except Travel Card calls will be billed by the LEC's on behalf of the Carrier's Underlying Carrier.

5.5 VNS Services

5.5.1 VNS

Per minute rates will be billed at 18 second minimum. After the initial 18 second minimum, calls will be billed in six second increments. Rates are for calls originating and terminating within the State of South Carolina.

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5. RATES (continued)5.5 VNS Services (continued)5.5.1 VNS (continued)

<u>Call Type</u>	<u>Per Minute Rate</u>
On-net to On-net	.0500
On-net to Off-net	.1231
Off-net to On-net	.1288
Off-net to Off-net	.1910

5.5.2 VNS Routing Features

The Route Advance and Forced Route Advance charges specified below are in addition to the appropriate VNS rate for the call, whichever is applicable.

<u>Feature</u>	<u>Rate</u>	<u>Installation Charge</u>
Route Advance	\$.10 per minute	\$80.00
Forced Route Advance	\$.10 per minute	\$80.00

5.5.3 VNS Switched 56

VNS Switched 56 data transport capability will be billed at 18 second minimum. After the initial 18 second minimum, calls will be billed in six second increments.

Rates are for calls originating and terminating within the State of South Carolina.

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5. RATES (continued)5.5 VNS Services (continued)5.5.3 VNS Switched 56 (continued)

<u>Call Type</u>	<u>Per Minute Rates</u>
On-net to On-net	.1186
On-net to Off-net	.1671
Off-net to On-net	.1671
Off-net to Off-net	.1671

5.6 Card Service5.6.1 Travel Card

VNS Off-net to Off-net usage rates, as set forth in this tariff will apply for each call, plus the following surcharge:

Charge per call: \$ 0.25 Travel Card

5.6.2 Travel Card

Charge per call: \$0.25 Travel Card

Per Minute Rate

\$.1647

NOTE: If an operator assisted call is placed using either of the Travel Cards, the applicable Operator Service Call Placement Charge will apply in lieu of the Travel Card surcharge.

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5. RATES (continued)

5.7 Inbound Service

5.7.1 Dedicated Inbound

The maximum per-minute rates for calls terminating in an Underlying Carrier service location through dedicated facilities and originating anywhere within the State of South Carolina.

Each fractional call is rounded up to the next one-tenth minute. All calls subject to a 30-second minimum average time requirement (MATR) per service group.

Per Minute Rate

.0854

5.7.2 Switched Inbound

The maximum per-minute rates for calls originating anywhere within the State of South Carolina and terminating in an Underlying Carriers service location through switched facilities.

Each fractional call is rounded up to the next one-tenth minute. All calls are subject to a 30-second minimum average time requirement (MATR) per service group.

Per Minute Rate

.1291

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5. RATES (continued)5.7 Inbound Service (continued)5.7.3 Monthly Recurring and Installation Charges

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Area Code Selection	No Charge	\$120 per Toll Free Number
Area Code Exchange Selection	No Charge	\$120 per Area Code
Uniform Call	No Charge	\$100 per Service Group
Distribution		
Route Advance		
OFF-NET Toll Free	\$50.00 per Service Group \$.10/minute plus normal usage	\$100 per Service Group
Real Time ANI	\$.01 per ANI delivered	\$200 per Service Group
DNIS	No Charge	\$500 per Service Group
Toll Free FEATURES Service Fees		
Switched Access	\$10.00	Five(5) Toll Free Numbers Per Service Group

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5. RATES (continued)5.7 Inbound Service (continued)5.7.3 Monthly Recurring and Installation Charges (continued)

Dedicated Access	\$50.00	Unlimited Toll Free Numbers Per Service Group
Directory Assistance	\$20.00	Per Toll Free Number
Minimum Average Requirement	\$0.45	Per Min: Switched Toll Free Dedicated Toll Free

5.8 Outbound Services5.8.1 Dedicated Outbound

The maximum per-minute usage rates for calls originating in any Underlying Carrier's service location via dedicated access and terminating in any location within the State of South Carolina.

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six (6) second increments.

Per Minute Rate

.0854

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5. RATES (continued)5.8 Outbound Services (continued)5.8.2 Switched Outbound

The maximum per-minute usage rates for calls originating in any Underlying Carrier's service location via switched access and terminating in any location within the State of South Carolina.

Each call will be billed an eighteen (18) second minimum.

After the initial 18 second minimum, calls will be billed in six (6) second increments.

Per Minute Rate

.1291

5.8.3 Monthly Recurring and Installation Charges

<u>Monthly Recurring Features</u>	<u>Non-Recurring Charge</u>	<u>Charge</u>
Validated	1 to 100/\$10 per account	\$20 installation
Account Codes	101 to 1000/\$25 per account Per add'l 1000/\$25 per account	
Unvalidated	\$5 per account	No Charge
Change Orders	None	\$20 per Location

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5. RATES (continued)5.9 Private Line Services5.9.1 DS-1A. Base Intercity Rates

This charge is for transmission from one POP of the Underlying Carrier to another POP of the Underlying Carrier within the State of South Carolina. All charges are based on airline mileage as calculated using the formula presented in this tariff.

	<u>Fixed Charge/ Month/Circuit</u>	<u>Per Mile/ Month/Circuit</u>
Monthly Contract		
0+ Miles	\$1385.00	\$18.33
1 Year Contract		
0+ Miles	\$1385.00	\$18.20
2 Year Contract		
0+ Miles	\$1385.00	\$18.03
3 Year Contract		
0+ Miles	\$1385.00	\$16.05

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5. RATES (continued)5.9 Private Line Services (continued)5.9.2 Miscellaneous Charges

	<u>Monthly Recurring</u>	<u>Non- Recurring</u>
COC	\$ 197.00	\$305.00
ACF	\$ 90.00	\$205.00
B8ZS line coding	\$ 10.00	\$100.00
CO-Location	\$ 0.00	\$ 0.00
FX Open End Charge	\$ 0.00	\$ 0.00
Multipoint/Multidrop	\$ 0.00	\$ 0.00
Surcharge	\$ 870.00	\$ 0.00
Expedite Charge	\$ 0.00	\$400.00
Per Circuit Change Charge	\$ 0.00	\$650.00
Installation Promo:		
Month-Month	No reduction of install cost	
1 Year	25% reduction of install cost	
2 Year	50% reduction of install cost	
3 Year	Waived	

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5. RATES (continued)5.9 Private Line Services5.9.2 DS-0 Voice/DataA. Base Intercity Rates

This charge is for transmission from one POP of the Underlying Carrier to another POP of the Underlying Carrier within the State of South Carolina. All charges are based on airline mileage as calculated using the formula presented in this tariff.

	<u>Fixed Charge/ Month/Circuit</u>	<u>Per Mile/ Month/Circuit</u>
Monthly Contract		
0+ Miles	\$444.00	\$.35
1 Year Contract		
0+ Miles	\$417.00	\$.33
2 Year Contract		
0+ Miles	\$404.00	\$.32
3 Year Contract		
0+ Miles	\$391.00	\$.31

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5. RATES (continued)5.9 Private Line Services (continued)5.9.2 DS-0 Voice/Data (continued)B. Miscellaneous Charges

	Monthly Recurring	Non- Recurring
LOCAL LOOP	\$LEC	\$1165.00
COC	\$ 22.10	\$ 185.00
ACF	\$ 29.77	\$ 160.00
B8ZS line coding	\$ 10.00	\$ 100.00
CO-Location	\$300.00	\$ 0.00
ISDN (PRI)	\$300.00	\$2500.00
FX Open End Charge	\$ 10.25	\$ 0.00
Multipoint/Multidrop	\$ 25.00	\$ 10.00
Surcharge	\$ 37.00	\$ 0.00
Expedite Charge	None	\$ 150.00
Per Circuit Change Charge	\$ 0.00	\$ 250.00
Installation Promo:		
Month-Month	No reduction of install cost	
1 Year	25% reduction of install cost	
2 Year	50% reduction of install cost	
3 Year	Waived	

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5. RATES (continued)5.9 Private Line Services (continued)5.9.3 DS-56KA. Base Intercity Rates

This charge is for transmission from one POP of the Underlying Carrier to another POP of the Underlying Carrier within the State of South Carolina. All charges are based on airline mileage as calculated using the formula presented in this tariff.

	Fixed Charge/ Month/Circuit	Per Mile/ Month/Circuit
Monthly Contract		
0+ Miles	\$444.00	\$.35
1 Year Contract		
0+ Miles	\$417.00	\$.33
2 Year Contract		
0+ Miles	\$404.00	\$.32
3 Year Contract		
0+ Miles	\$391.00	\$.31

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5. RATES (continued)

5.9 Private Line Services (continued)

5.9.3 DS-56K (continued)

B. Miscellaneous Charges

	Monthly Recurring	Non- Recurring
LOCAL LOOP	\$LEC	\$425.00
COC	\$ 22.10	\$207.00
ACF	\$ 29.77	\$276.00
CO-Location	\$300.00	\$300.00
ISDN (PRI)	\$ 10.25	\$ 0.00
FX Open End Charge	\$ 10.25	\$ 0.00
Multipoint/Multidrop	\$ 25.00	\$ 10.00
Surcharge	\$ 37.00	\$ 0.00
Expedite Charge	None	\$150.00
Installation Promo:		
Month-Month	No reduction of install cost	
1 Year	25% reduction of install cost	
2 Year	50% reduction of install cost	
3 Year	Waived	

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5. RATES (continued)

5.9 Private Line Services (continued)

5.9.4 Fractional T-1

Term	Band Width	Fixed \$	Per Mile \$	Term	Band Width	Fixed \$	Per Mile \$
Monthly	112/128	\$ 799	\$ 0.63	Year	112/128	\$ 607	\$ 0.48
	168/192	\$ 1,172	\$ 0.93		168/192	\$ 891	\$ 0.71
	224/256	\$ 1,526	\$ 1.20		224/256	\$ 1,160	\$ 0.91
	280/320	\$ 1,864	\$ 1.47		280/320	\$ 1,417	\$ 1.12
	336/384	\$ 2,184	\$ 1.73		336/384	\$ 1,660	\$ 1.31
	392/448	\$ 2,486	\$ 1.95		392/448	\$ 1,889	\$ 1.48
	448/512	\$ 2,770	\$ 2.18		448/512	\$ 2,105	\$ 1.66
	504/576	\$ 3,036	\$ 2.40		504/576	\$ 2,307	\$ 1.82
	560/640	\$ 3,285	\$ 2.58		560/640	\$ 2,497	\$ 1.96
	616/704	\$ 3,516	\$ 2.78		616/704	\$ 2,672	\$ 2.11
	672/768	\$ 3,729	\$ 2.93		672/768	\$ 2,834	\$ 2.23
	728/832	\$ 3,878	\$ 3.06		728/832	\$ 2,947	\$ 2.33
	784/896	\$ 3,979	\$ 3.16		784/896	\$ 3,024	\$ 2.40
	840/960	\$ 4,046	\$ 3.20		840/960	\$ 3,075	\$ 2.43
	896/1024	\$ 4,101	\$ 3.24		896/1024	\$ 3,117	\$ 2.46
	952/1088	\$ 4,357	\$ 3.44		952/1088	\$ 3,311	\$ 2.61
	1008/1152	\$ 4,613	\$ 3.65		1008/1152	\$ 3,506	\$ 2.77
	1064/1216	\$ 4,870	\$ 3.86		1064/1216	\$ 3,701	\$ 2.93
	1120/1280	\$ 5,126	\$ 4.06		1120/1280	\$ 3,896	\$ 3.09
	1176/1344	\$ 5,382	\$ 4.27		1176/1344	\$ 4,090	\$ 3.25
	1232/1408	\$ 5,639	\$ 4.46		1232/1408	\$ 4,286	\$ 3.39
	1288/1472	\$ 5,895	\$ 4.67		1288/1472	\$ 4,480	\$ 3.55

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5. RATES (continued)5.9 Private Line Services (continued)5.9.4 Fractional T-1(Continued)

Term	Band Width	Fixed \$	Per Mile \$	Term	Band Width	Fixed \$	Per Mile \$
Monthly	112/128	\$ 607	\$ 0.48	Year	112/128	\$ 599	\$ 0.47
	168/192	\$ 891	\$ 0.71		168/192	\$ 879	\$ 0.70
	224/256	\$ 1,160	\$ 0.91		224/256	\$ 1,145	\$ 0.90
	280/320	\$ 1,417	\$ 1.12		280/320	\$ 1,398	\$ 1.10
	336/384	\$ 1,650	\$ 1.31		336/384	\$ 1,638	\$ 1.30
	392/448	\$ 1,889	\$ 1.48		392/448	\$ 1,865	\$ 1.46
	448/512	\$ 2,105	\$ 1.66		448/512	\$ 2,078	\$ 1.64
	504/576	\$ 2,307	\$ 1.82		504/576	\$ 2,277	\$ 1.80
	560/640	\$ 2,497	\$ 1.96		560/640	\$ 2,464	\$ 1.94
	616/704	\$ 2,672	\$ 2.11		616/704	\$ 2,637	\$ 2.09
	672/768	\$ 2,834	\$ 2.23		672/768	\$ 2,797	\$ 2.20
	728/832	\$ 2,974	\$ 3.33		728/832	\$ 2,909	\$ 2.30
	784/896	\$ 3,024	\$ 2.40		784/896	\$ 2,984	\$ 2.37
	840/960	\$ 3,075	\$ 2.43		840/960	\$ 3,035	\$ 2.40
	896/1024	\$ 3,117	\$ 2.46		896/1024	\$ 3,076	\$ 2.43
	952/1088	\$ 3,311	\$ 2.61		952/1088	\$ 3,268	\$ 2.58
	1008/1152	\$ 3,506	\$ 2.77		1008/1152	\$ 3,460	\$ 2.74
	1064/1216	\$ 3,701	\$ 2.93		1064/1216	\$ 3,653	\$ 2.90
	1120/1280	\$ 3,896	\$ 3.09		1120/1280	\$ 3,845	\$ 3.05
	1176/1344	\$ 4,090	\$ 3.25		1176/1344	\$ 4,037	\$ 3.20
	1232/1408	\$ 4,286	\$ 3.39		1232/1408	\$ 4,229	\$ 3.35
	1288/1472	\$ 4,480	\$ 3.55		1288/1472	\$ 4,421	\$ 3.50

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5. RATES (continued)5.9 Private Line Services (continued)5.9.5 Miscellaneous Charges

	Monthly Recurring	Non-Recurring
LOCAL LOOP	\$LEC	\$1165.00
COC	\$197.00	\$ 327.00
ACF	\$ 90.00	\$ 207.00
CO-Location	\$300.00	\$ 300.00
FX Open End Charge	\$ 0.00	\$ 0.00
Multipoint/Multidrop	\$ 0.00	\$ 0.00
Service Charge	\$870.00	\$ 0.00
Expedite Charge	\$ 0.00	\$ 150.00
Installation Promo:		
Month-Month	No reduction of install cost	
1 Year	25% reduction of install cost	
2 Year	50% reduction of install cost	
3 Year	Waived	

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5. RATES (continued)5.10 T-1 Access5.10.1 T-1 Carrier Provided Access

Local Exchange Carrier (LEC) access ordered by the Carrier for the subscriber will have a monthly recurring charge which will be the LEC's charge for providing the access line. Cost of installation is provided below.

<u>Access Facility</u>	Monthly Recurring <u>Charge</u>	Installation <u>Charge</u>
Local Access	LEC Cost	\$ 1,165.00
Co-Located Access (minimum 15 active channels)	\$ 300.00	\$ 300.00
Central Office Connection (per end)	\$ 270.00	\$ 327.00
Local Access Coordination (per end)	\$ 90.00	\$ 207.00
B8ZS	\$ 10.00	\$ 100.00
Expedite	\$ -	\$ 150.00
Per Circuit Change Charge	\$ -	\$ 250.00
Special Access Surcharge *	\$ 870.00	\$ -

* When a local distribution facility is provided by a LEC, a monthly Special Access Surcharge will be applied to each voice grade equivalent circuit end. The surcharge, however, will not apply to those subscribers who furnish the Carrier with an Exemption Certificate.

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5. RATES (continued)5.10 T-1 Access (continued)5.10.2 T-1 Customer Provided Access

Local Exchange Carrier (LEC) access ordered by the Carrier for the subscriber will have a monthly recurring charge which will be the LEC's charge for providing the access line. Cost of installation is provided below.

<u>Access Facility</u>	Monthly Recurring <u>Charge</u> LEC Cost	Installation <u>Charge</u>
Local Access		\$ -
Co-Located Access (minimum 15 active channels)	\$ 300.00	\$ 300.00
Central Office Connection (per end)	\$ 270.00	\$ 327.00
Entrance Facility	\$ 190.31	\$ 207.00
Per Circuit Change Charge	\$ -	\$ 250.00

5.10.3 Any special construction or non-standard charges by the LEC supplying the T-1 access will also be the responsibility of the subscriber.

5.11 Frame Relay Services

Frame relay pricing is based upon: type of frame relay access port, speed and location; number of PVCs; and CIR. Tier location is based upon Company POP and facilities at that location. Volume and term discounts are available. Circuit configurations generally consist of local access at each end of the Company-provided frame relay network. The local access may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, and alternative local access provider, or any combination thereof.

Frame Relay Services are priced on an ICB basis.

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IXC Services Tariff

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THIS TARIFF CONTAINS THE REGULATIONS AND RATES APPLICABLE FOR THE
RESALE OF INTERCITY TELECOMMUNICATIONS SERVICES PROVIDED BY
NETWOLVES NETWORK SERVICES LLC WITHIN THE STATE OF SOUTH CAROLINA. THIS
TARIFF IS ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF SOUTH CAROLINA.

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